AN ORDINANCE approving Contract #423-1986, Pierson Ditch-Lagoon Levee, between the City of Fort Wayne, Indiana and T-G Excavating, Inc., in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract #423-1986, Pierson Ditch-Lagoon Levee, between the City of Fort Wayne and T-G Excavating, Inc., by and through its Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

the repair of a 300' washout of an existing levee located along the East side of the Pierson Drain. Said washout is more particularly described as being located on the Pierson Ditch approximately 1750+L.F. South of the intersection of Reed Road and Lake Avenue. Said repairs will consist of completely brushing and removal from jobsite all vegetation/plant life to specifications and the placement of underlayment of concrete slab with compacted earth to prevent bank erosion with a possible overlay of revetment rip rap;

the Contract price is Fifty-Two Thousand Five Hundred Twenty-Four and No/100 Dollars (\$52,524.00).

SECTION 2. Prior Approval was received from Common Council with respect to this Contract, on Spetember 9, 1986.

Two (2) copies of the Contract, attached hereto, are on file with the City Clerk, and are made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM AND LEGALLTY

AND LEGALITI

Bruce O. Boxberger, City Attorney

Read Read	d the first-time	me in full a	and on motion by	Durns.
seconded by by title and	referred fo C	ne committee	0/10//	read the second time
F 1 444 CU.L.1155.	ICH TOP Recemme	endation) an	10 71-51-3 11-21	g to be held after y Building, Fort Wayn
Indiana, on_		, the		y Bullding, Fort Wayn day of
	9-23	, 19 <u> </u>	, at	ø'cløck .M.,E.
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	2 12 12 42 42 4			NNEDY, CITY CLERK
seconded by	Lenre the third tir	ne in full a	and on motion by	opted, placed on its
passage. PAS	SSED (LOSA)	by the fol	lowing vote:	epada, pracea on res
	AYES	NAYS	ABSTAINED	ABSENT TO-WIT:
TOTAL VOTES	9		4/4	
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BURNS				
EISBART	0			
GiaQUINTA				
HENRY				
REDD	U			
SCHMIDT				
STIER	U			
TALARICO	1			
DATE:	10-14-	86	SANDRA E. KE	F. Lennedy NNEDY, CITY CLERK
Pass	sed and adopted	by the Com		the City of Fort
	na, as (A NNEXA I			GENERAL)
			(RESOLUTION) NO	176 01
on the			October	
	ATTEST:		(CENT)	
Lan	deal & Fer	inedy	Samue	11 700 . ,
	NEDY, CITY CLE		PRESIDING OF	11
Pres	ented by me to	the Mayor		Fort Wayne, Indiana,
			closer	
at the hour o	f	:30 o'c	lock .	4.,E.S.T.
				& Leunedy
			1	NNEDY, CITY CLERK
Appr	oved and signe	d by me this	s 16th day of	
			o'clock_	
			WIN MOSES TO	2 MAYOR

PROJECT: PIERSON DITCH-LAGOON LEVEE

Contract No. 423-1986

CONTENTS

Resolution No423-1986

Pages	
1	Cover Sheet
A/1 - A/2	Advertisement for Bids
1/1 - 1/	Instructions to Bidders
S/1 -S/2	Schedule
SI/1	Schedule of Items
\$/	Notes 1 and 2
NCA/1	Non-Collusion Affidavit
BB/1	Bidder's Bond
FS/1	Certificate in Lieu of Financial State
	ment Form 96A
PB/1-PB/2	Specimen Form-Payment Bond
PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
GP/1-GP/7	General Provisions
WS/1	Prevailing Wage Rates-State of Indiana
SP/1-SP/2	Special Project Specifications
	I/1 - I/ S/1 -S/2 SI/1 S/ NCA/1 BB/1 FS/1 PB/1-PB/2 PGB/1-3 GP/1-GP/7 WS/1

ATTACHMENTS

X	Project Plans Drawing				lans Drawing # SY- 1	# SY- 11159		
				General Specifications and Conditions				
					andard Construction			
					rtment, City of Fort			
		EA/	1-EA/4	Escrow Agreement Right-of-Way Cut Permit				
		RW/	1					
		NP/	1	Notice to				
X		CO/1-CO/2		Change Order - Specimen Form				
X		AP/	1	Apartheid		•.		
DISCOUNT for 10 CALENDAR DAYS 20 CA PROMPT PAYMENT 0 7 (See Gen. Prov)		20 CALL	ENDAR DAYS O 7	30 CALENDAR DAYS	OTHER			

ACKNOWLEDGEMENT of	Amendment No. 1	Date	Amendment No. 7	Date
AMENDMENTS		8/21/86		

-		
RID	SUBMITTED	

T-G Excavating Inc. Contractor Its President

Offer Date August 27, 1986

Bidder agrees to keep bid open for acceptance for-- (90 days unless

otherwise specified)

Compliance O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF FORT WAYNE Board of Public Works & Safety

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD Date

9-3 86

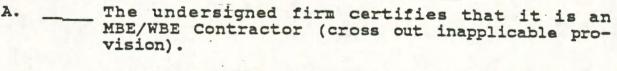
Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:



B. ____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm ____ (cross out inapplicable provision) is a joint venture partner.

			ploy	ron: angil na	IVA E P	inapplicable pro- participation (em- n (costs) in this
			T11 F	ify the percent the MBE/WBE fire e provision)	tage of minor	ity/women ownership cross out inappli-
	c.	cipat	ion.	ONLIACE TO MIN	ority busines as which are	he total bid price s enterprise parti- proposed as subcon-
			Name	of Firm	Address	Type of Work
			2.	WLKES TRUCK		
			3.			
	D.	tion.	The	ntract to women	n business en	he total bid price terprise participa- d as subcontractors
			Name	of Firm	Address	Type of Work
			1. 5	PON'T KNOW,		
+ + 1.			2.			
	E.	Compof 7%	lete MBE	(1) and (2) and 2% WBE have	below if page not been me	rticipation goals
			1.	My Company of goals for the	cannot meet he following	the participation reasons:
		A	2.	We have take attempt to cogoals:	omply with t	owing steps in an these participation
				(attach addit:		as necessary)
	Cont	tractor	T-(Excavating In	Contracto	or
	Ву	Ston	ins!	111. A lockan	Ву	
	Its	Presi	dent		Its	
O.C.		5 on-Fed		I - 6		

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

- A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least /7% of the total hours worked on this project.
- B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its the 17% minimum hourly following reasons:	subcontractors cannot meet utilization figure for the

to c	My Company has taken the following steps in an attempomply with the 17% hourly utilization figure:
	attach additional sheets if necessary)
	Contractor T-G Excavating Inc.
	Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (wirk/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19___, commencing at _____ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE Board of Public Works & Safety

	The	contractor	agrees	to	furni	sh	at	his/	her/i	ts own	n co	ost	all	lab	or.
insura	nce,	materials, ng project:	equipm	ent,	and	pow	ver	for	the	comple	ete	per	forma	nce	of

All work will be performed in accordance with: Resolution No. 423-1986, Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$ 53,52400. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within ____ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ___ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ price per day for each and every day after issuance of the notice to proceed that the project remains uncompleted. parties agree that the sum of \$ ____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

PROJECT NAME: PIERSON DITCH-LAGOON LEVEE - Resolution 423-1986

EM .	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION	
1	Brushing - 100' Increments	6 INCREMENTS	88400	5304	0
2	Rip Rap and Dirt Placement - City Supplied				
	Materials	1,800± CY	1700	30,600	0
3	Ditch Re-Alignment and Shaping			30,000	
	100' Increments	6 INCREMENTS	120000	72.00	c
4	Seeding with 2" Mulch, WITH Asphalt Tack	1,000± SY	155	1550	-
5	Revetment Rip Rap	500± CY	1574	7870	6
#					
	There is a minimum of 300' brushing and				
	ditch alignment that the contractor is				
-	GUARANTEED, beyond that the City of Fort				
	Wayne will pay in 100' units for addition	1			
	brushing and ditch alignment approved by				
	WATER POLLUTION CONTROL ENGINEERING.	The state of			
1					
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I wi 1. 2.	ATION OF AA/EEO Statement Of 11 be (circle one) Participating Member of Fort Wayne Area Plan Union Contractor Federal Register	Construction Co	sts	\$ 52,524	0
	/7 % Percentage Participation				

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and 1-G	excavating Inc.
directly or indirectly, entered into other bidder, or with any public offi whereby such affiant or affiants or a such other bidder or public officer as give such bidder or public officer are or affiants or either of them has any arrangement or agreement with an to or does lessen or destroy free cosought for by the attached bids, that other than that which appears upon offered, paid or delivered to any persof the said bid or awarding of the coor understanding of any kind whatsoe	the time of filing this bid, being duly er they nor any of them have in any way, any arrangement or agreement with any cer of such City of Fort Wayne, Indiana, either of them, has paid or is to pay to any sum of money, or has given or is to pything of value whatever or such affiant not directly or indirectly, entered into my other bidder or bidders, which tends ampetition in the letting of the contract to inducement of any form or character the face of the bid will be suggested, son whomsoever to influence the acceptance entract, nor has this bidder any agreement ever, with any person whomsoever to pay, person in any way or manner, any of the bid.
	T-G Excavating Inc.
	By: Thomas M. Horkand
	T-G Excavating Inc.
Subscribed and sworn to before me by T	homas M. Stockamp
this 27thday of August, 1986.	remas III Beockamp
My Commission Expires:	Harold R. Gimmon
4/6/88	Notary Public Harold R. Zimmer Resident of Allen County

Subscribed and sworn to before me by	3,- k
My Commission Expires:	
*****	Notary Public Resident of County
Subscribed and sworn to before me by	
thisday of, 198	
My Commission Expires:	
	Notary Public

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW AL	L MEN BY THES	E PRESENTS:			
That we.	T-G Excavatir	ng, Inc.			
	5544 Huguenar			***************************************	
the FIDELIT	Fort Wayne, I	N 46818 DMPANY OF MARYLAN Maryland, as Surety, () Dard of Public Wo eet, City-County	D, of Baltimore, Ma hereinafter called the orks	ryland, a corporation of the cor	on duly organized and firmly bound
		N 46801			
in the sum of for the payr	of Five Percent	: (5%) of Contractivell and truly to be mustors, successors and a	tors Maximum Bi	d Price Dollars (Sal and the said Sure	ty, bind ourselves,
WHER	REAS, the Principal	has submitted a bid	for repair of Pi	erson Ditch/Lac	oon Levee,
Resolution	on #423-1986, p	er plans and spe	cifications	***************************************	
a contract value specified in such contract event of the shall pay to bid and such	with the Obligee in the bidding or cont ct and for the prome failure of the Prin the Obligee the di h larger amount for	he Obligee shall accept accordance with the stract documents with pt payment of labor accipal to enter into sufference not to exceed which the Obligee menthis obligation shall	terms of such bid an good and sufficient and material furnished the contract and give the penalty hereof any in good faith con	d give such bond or surety for the faithle d in the prosecution e such bond or bond between the amoun attract with another	bonds as may be ul performance of thereof, or in the ls, if the Principal t specified in said party to perform
Signed	and sealed this	27th	day of	August	A.D. 19 86
Hazold	P. Jimm	Witness	Thomas	M Stock	(SEAL) incipal and Pres.
		FIDELITY AN	D DEPOSIT COM	PANY OF MARY	LAND
Suzie So	chnelker	Ole Witness	By Ne Virgina Attorney	T. Axson	LICA(SEAL) Tille

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the C. M. PECOT, JR. State of Maryland, by , Vice-President, and C. W. ROBBINS Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Virginia T. Axson, Gerald Clancy and Judith A. Snyder, all of its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Duane E. Lupke, etal, dated, December 27, 1985.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and of April , A.D. 1986



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

STATE OF MARYLAND CITY OF BALTIMORE

On this 2nd day of April , A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1. 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 27th

of August 19 86

L1428a-Ctf. -044-2987

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

Ι,_	, Thomas M. Stockamp ,	he President
_	,	of T-G Excavating Inc.
	Position	Company
her	ereby certify:	
1.	Works & Safety is by reference inc	said company, dated the 28th day of in the office of the Board of Public orporated herein and made a part hereof, and accurately reflects the financial date hereof:
2.	. That I am familiar with the books condition and am authorized to make	of said Company showing its (financial) this certificate on its behalf.
	Dated: August 27, 1986	hamas M. Stockamp
	Pr	esident
	Tit	le
Sub	nd State this 27th day of August	
	· · · · · · · · · · · · · · · · · · ·	tweld A. gummo
		ary Public Harold R. Zimmer ident of Allen County
		ATTEN COUNTY
My	Commission Expires:	
4/8	/6/88	

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of T-G Excavating Inc.
, does hereby make the following representations
to the City of Fort Wayne, Indiana.
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;
WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.
The undersigned states, on behalf of T-G Excavating Inc.
, that T-G Excavating Inc.
does not support or endorse the policy of apartheid in South Africa.
IN WITNESS WHEREOF, this Certification has been signed
this 27th day of August , 1986.
T-G Excavating Inc.
(Name of Bidder/Vendor)

PRDJ.				st 27, 198		: BIDDER:		BIDDER:		BIDGE
					423-1986	T-6 E	xcavating	Spears-	Dehner, Inc.	1
NO.		QUANTITY:	: - -	T:UNIT COST	AMOUNT (\$)	UNIT COST	AMOUNT (\$)	UNIT COST	AMOUNT (\$)	UNIT C
1		6	Inc		0.00	884.00	5304.00	2196.00	13176.00	
2 ;	Rip Rap and Dirt Placement - City		1	1	0.00		0.00		0.00	
	Supplied Materials	1800	IC.Y.	. !	0.00	17.00	30600.00	12.83	23094.00	
	Ditch Re-Alignment and Shaping			1	0.00		0.00		0.00	
:	Increments of 100	6	Incr		0.00	1200.00	7200.00	451.60		1
4	Seeding with 2"Mulch, WITH Asphalt		1	1	0.00	1	0.00		0.00	1
	Tack	1000	is.y.		0.00	1.55	1550.00	3.00		
5	Revetment Rip Rap	500	: :C.Y.	1	0.00	15.74	7870.00			
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			'-	TOTAL:	\$45,000.00	TOTAL: 4	52,524.00	TOTAL: 1	57,224.60	TOTAL:
					12	Cover Cunder	14.32Z:Z 0.00Z:Z	DVPT	21.367:1	over

73 1	No	
Bond	NO.	
COLLO	1 1 V *********************************	

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:
That T-G Excavating, Inc.
That
as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto. Fort Wayne Board of Public Works
One Main Street, City-County Bldg., Fort Wayne, IN 46801
as Obligee, hereinaster called Owner,
in the amount of Fifty-two thousand, five hundred twenty-four & 00/100
Dollars (\$ 52,524.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, Contractor has by written agreement dated
entered into a contract with Owner for repair of Pierson Ditch/Lagoon Levee, Resolution #423-1986
in accordance with drawings and specifications prepared by Fort Wayne Board of Public Works,
One Main Street, City-County Bldg., Fort Wayne, IN
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
The Surety hereby waives notice of any alteration or extension of time made by the Owner.
Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly
(1) Complete the Contract in accordance with its terms and conditions, or
(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.
Signed and sealed this 18th day of September A.D. 19.86
Signed and sealed this 18th day of September A.D. 19.86
In the presence of: T-G Excavating, Inc. (SEAL) In the presence of: T-G Excavating, Inc. (SEAL) Tritle
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Vipginia T. Axson By Access E Lupke (SEAL) Duane E. Lupke

Attorney-in-Fact

Rand	No
pond	140

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:	
That T-G Excavating, Inc.	
(Here insert the name and address	s or legal title of the Contractor) 46818
as Principal, hereinafter called Principal, and FIDELIT	ry AND DEPOSIT COMPANY OF MARYLAND, a corpora- the City of Baltimore, Maryland, U. S. A., as Surety,
hereinafter called Surety are held and firmly bound u	nto Fort Wayne Board of Public Works,
One Main Street, City-County Bldg., For	t Wayne, IN 46801
as Obligee, hereinafter called Owner, for the use in the amount of Fifty-two thousand, five	and benefit of claimants as necession denned,
All the second has been a been	we are helf Of the control trips
Dollars (\$ 52,524.00 (Here insert a sum equal to at least their heirs, executors, administrators, successors and a	ment whereof Principal and Surety bind themselves, ssigns, jointly and severally, firmly by these presents.
WHEREAS, Principal has by written agreement	dated 19,
entered into a contract with Owner for repair of Resolution #423-1986.	Pierson Ditch/Lagoon Levee,
in accordance with drawings and specifications prepar	ed by Fort Wayne Board of Public Works.
One Main Street, City-County Bldg., For	rt Wayne, IN 46801
which contract is by reference made a part hereof, and	e, title and address)
	LIGATION is such that, if Principal shall promptly make pay-
conditions: 1. A claimant is defined as one having a direct contract with material, or both, used or reasonably required for use in the per include that part of water, gas, power, light, heat, oil, gasoline, to	the Principal or with a sub-contractor of the Principal for labor, formance of the contract, labor and material being construed to elephone service or rental of equipment directly applicable to the
Contract. 2. The above named Principal and Surety hereby jointly as defined, who has not been paid in full before the expiration of a peclaimant's work or labor was done or performed, or materials we of such claimant, prosecute the suit to final judgment for such sthereon. The Owner shall not be liable for the payment of any contract.	re furnished by such claimant, may sue on this bond for the use um or sums as may be justly due claimant, and have execution
3. No suit or action shall be commenced hereunder by any (a) Unless claimant, other than one having a direct co two of the following: The Principal, the Owner, or the Sure or performed the last of the work or labor, or furnished the substantial accuracy the amount claimed and the name of t work or labor was done or performed. Such notice shall be postage prepaid, in an envelope addressed to the Principal,	claimant: intract with the Principal, shall have given written notice to any ty above named, within ninety (90) days after such claimant did e last of the materials for which said claim is made, stating with he party to whom the materials were furnished, or for whom the served by mailing the same by registered mail or certified mail, Owner or Surety, at any place where an office is regularly main- mer in which legal process may be served in the state in which the
(b) After the expiration of one (1) year following the understood, however, that if any limitation embodied in this such limitation shall be deemed to be amended so as to be e (c) Other than in a state court of competent jurisdiction	date on which Principal ceased work on said Contract, it being should be prohibited by any law controlling the construction hereof qual to the minimum period of limitation permitted by such law.
or any part thereof, is situated, and not elsewhere.	United States District Court for the district in which the project,
4. The amount of this bond shall be reduced by and to the under, inclusive of the payment by Surety of mechanics' liens when not claim for the amount of such lien be presented under and ag	ne extent of any payment or payments made in good faith here- hich may be filed of record against said improvement, whether or ainst this bond.
Signed and sealed this 18th	day of September A.D. 1986
In the presence of:	T-G Excavating, Inc. (SEAL)
	Therman III Strekenny vis
THE FIDELITY A	AND DEPOSIT COMPANY OF MARYLAND
9/11-1	A Marke Jantala
Virginia T. Axson	By Clarke (SEAL) Duane E. Lupke Title
	Attorney-in-Fact /

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Duane E. Lupke, etal, dated, December 27, 1985.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this ______day of ________, A.D. 1986______



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Cw Robbins

Assistant Secretary

By

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

On this 2nd day of April , A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expres July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

of, 19......

Assistant Speretary

L1428a-Cif. -044-2987

9-18-86

PRODUCER

Lupke-Rice Associates P. O. Box 11309 Fort Wayne, Indiana, 46857

T-G Excavating, Inc. and

Rex Terre, Inc.

5544 Huguenard Road Fort Wayne, IN, 46818 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

American Employers Insurance Co.

JOMPANY LETTER

Commercial Union Insurance Co.

COMPANY

Employers Fire Insurance Co.

COMPANY

COMPANY =

REPAREENTERS

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS. AND CONDITIONS OF SUCH POLICIES.

CO	THE OF INSURANCE	TOLICY NUMBER	TALE (VINDOMY)	POLICY EXPIRATION	LIABIL	ITY LIMITS IN 1	HOUSANDS
CO	-E OF INSURANCE	CLIC I WOMOEN	TATE (VIM/DDMY)	DATE (LHA/DD/YY)		OCCURRENCE	AGGREGATE
A	SENERAL LIABILITY COMPREHENSIVE FORM	CAP-AIW 663238	3/1/86	3/1/87	BODILY	3	3
	X PREMISES/OPERATIONS X LYOSENGROUND ELPLOSION & COLLAPSE HAZARD				EROPERTY DAMAGE	S	ő
	X PHODUCTS/COMPLETED OPERATIONS X CONTRACTUAL X INDEPENDENT CONTRACTORS				E & PD COMBINED	31,000	\$ 1,000
	X SROAD FORM PROPERTY DAMAGE X PERSONAL INJURY				PERSONAL INJURY		\$ 1,000
C	AUTOMOBILE LIABILITY X ANY AUTO	BAF1379214	3/1/86	3/1/87	SODILY NURY (PER PERSON)	S	
	X ALL OWNED AUTOS (PRIV. PASS.) X ALL OWNED AUTOS (OTHER THAN)				BODILY INJURY IPER ACCIDENTI	69	
	X HIRED AUTOS X NON-OWNED AUTOS			PROPERTY	\$		
	GARAGE LIABILITY				BI & PD COMBINED	\$500	
В	X UMBRELLA FORM OTHER THAN UMBRELLA FORM	CI 8103-001	3/1/86	3/1/87	BI & PD COMBINED	\$5,000	\$ 5,000
В	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CI -87 -H0539924	3/1/86	3/1/87	S	100 (EACH A	CCIDENT) E-POLICY LIMIT) E-EACH EMPLOYEE
	OTHER					- Carlotte	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All operations of the Insured

Job: repair of Pierson Ditch/Lagoon Levee, Resolution #423-1986

GERMAICAMER (OMBER

Fort Wayne Board of Public Works One Main Street, City-County Bldg. Fort Wayne, IN 46801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED EFFORE THE EXPIRATED DATE THEMOF. THE ISSUING COMMY WILL INDEAUGH TO MAIL DAYS WHITEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL I POSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

A Lupke-Rice Associates C Duane E. Lupke, Pres., CPCU

CORPORA ON

WE, YOUR COMMITTEE ON _	CITY UTILIT	IES	TO WHOM W
REFERRED AN (ORDINANCE)	(RESQLUTION)a	approving Contrac	
#423-1986, Pierson Dit	ch-Lagoon Levee, be	etween the City o	of Fort
Wayne, Indiana and T-G	Excavating, Inc.,	in connection wi	th the
Board of Public Works	and Safety		
•			
HAVE HAD SAID (ORDINANCE			
LEAVE TO REPORT BACK TO			
EAVE TO REPORT BACK TO RESOLUTION YES		THAT SAID (ORDI	
RESOLUTION REPORT BACK TO YES	THE COMMON COUNCIL	THAT SAID (ORDI	
RESOLUTION REPORT BACK TO RESOLUTION YES	PAUL M. BURNS CHAIRMAN THOMAS C. HENRY	THAT SAID (ORDI	
RESOLUTION REPORT BACK TO YES	PAUL M. BURNS CHAIRMAN THOMAS C. HENRY VICE CHAIRMAN	THAT SAID (ORDI	
RESOLUTION REPORT BACK TO YES	PAUL M. BURNS CHAIRMAN THOMAS C. HENRY VICE CHAIRMAN BEN A. EISBART	THAT SAID (ORDI	

Admn. Appr.

TITLE OF ORDINANCE Contract #423-1986, Pierson Ditch-Lagoon Levee
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety \$ 16-09-21
SYNOPSIS OF ORDINANCE The Contract for Res. 423-1986, Pierson Ditch-Lagoon Levee,
is for the repair of a 300' washout of an existing levee located along the
East side of the Pierson Drain, Said Washout is more particularly described as
being located on the Pierson Ditch approximately 1750+ LF South of the inter-
section of Reed Road and Lake Avenue. Said repairs will consist of completely
brushing and removal from jobsite all vegataticyplant life to specifications and
the placement of underlayment of concrete slab with compacted earth to prevent
bank erosion with a possible overlay of revetment rip rap. T-G Excavating, Inc.
is the contractor. PRIOR APPROVAL RECEIVED ON SEPTEMBER 9, 1986.
EFFECT OF PASSAGE Repair existing damage to the lagoon levee and prevent any
additional damage.
EFFECT OF NON-PASSAGE
MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$52,524.00.
ASSIGNED TO COMMITTEE